

<i>SERFF Tracking Number:</i>	<i>FRCS-125695210</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Investors Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>39304</i>
<i>Company Tracking Number:</i>	<i>4997</i>		
<i>TOI:</i>	<i>A02G Group Annuities - Deferred Non-variable</i>	<i>Sub-TOI:</i>	<i>A02G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>PremierMark SE Plus 10</i>		
<i>Project Name/Number:</i>	<i>LMG/85/85</i>		

Filing at a Glance

Company: Investors Insurance Corporation

Product Name: PremierMark SE Plus 10

TOI: A02G Group Annuities - Deferred Non-variable

Sub-TOI: A02G.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: FRCS-125695210 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 39304

Co Tr Num: 4997

Co Status: None

Authors: Exselsa Cartwright, Bob Motley

Date Submitted: 06/13/2008

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 07/03/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: LMG/85

Project Number: 85

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Filing Not Required in DE.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/03/2008

State Status Changed: 07/03/2008

Corresponding Filing Tracking Number:

Market Type: Group

Group Market Size: Large

Group Market Type: Discretionary

Deemer Date:

Filing Description:

We have been retained by Investors Insurance Corporation to file the attached forms for approval in your state.

These forms are new and are not intended to replace any previously approved forms.

The Company offers their assurances that the information required by Section 23-79-138 and the Guaranty Association

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Product Name: PremierMark SE Plus 10
Project Name/Number: LMG/85/85

Notice required by Regulation 49 will be provided.

The Company plans to issue certificates under Group Flexible Premium Deferred Fixed Annuity Contract issued to a trust situated in Arkansas. The Contract incorporates a sample of the certificate and each endorsement and rider. The certificate provides a premium bonus as referenced in the policy form. Fixed rate and equity index strategies are available with this policy form. There is a market value adjustment provision.

The Company believes that the issuance of the group annuities is not contrary to the best interests of the public.

This group design will afford increased accessibility to the product from a consumer point of view. The consistency of product design provided by a group annuity helps to reduce or eliminate the risk that the products will be misrepresented to purchasers.

Issuance of the annuities on a group basis results in economies of administration. The uniformity of a plan design provided by marketing in multiple jurisdictions under the group annuity forms significantly reduces the cost of product marketing and product support administration such as advertising materials and contract issuance.

Enclosed are actuarial memoranda that demonstrate that the group annuities are actuarially sound and that the benefits are reasonable in relation to the premiums charged.

Variable information is bracketed. The following is variable information for this product: Minimum Guaranteed Interest Rate, Minimum Guaranteed One-Year Rates, Minimum Participation Rates, Minimum Caps, Surrender Charge-Free Withdrawal Percentage, Premium Bonus Amount Percentage, Premium Bonus Amount, and John Doe information which includes optional benefits and riders and related language, strategies listed and related language, and table of guaranteed values.

The Minimum Guaranteed Interest Rate will be determined pursuant to the non-forfeiture law and the methodology described in the actuarial memorandum. The Minimum Guaranteed Interest Rate is set at issue for each policy and remains the same for the life of that policy.

The forms are written in clear and simplified language and have passed the Flesch Reading Ease test. The forms are in final format subject only to changes in font style, margins, page numbers, ink, and paper stock. Printing standards will

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Product Name: PremierMark SE Plus 10
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not be less than those required under your law.

Application IIC-APP-0706, which was approved by your Department on 08/18/2006, will be used with this product.

The following previously approved forms may be used with the enclosed annuity certificate. These forms were approved for use by your Department.

Form Number Form Title Approved

IIC-1YREND-1204 Guaranteed One-Year Strategy Endorsement 03/08/2005
IIC-SPIAEND-1204 S&P 500 One-Year Strategy A Endorsement 03/08/2005
IIC-SPIBEND-1204 S&P 500 One-Year Strategy B Endorsement 03/08/2005
IIC-BIEND-0208. Blended Index One-Year Strategy 04/04/2008
IIC-GEND-0208 Gold One-Year Strategy 04/04/2008
IIC-SPMYEND-1204 S&P 500 Multiple Year Strategy Endorsement 03/08/2005
IIC-SPMCEND-1204 S&P 500 Monthly Cap Strategy Endorsement 03/08/2005
IIC-NMCEND-1204 NASDAQ-100 Monthly Cap Strategy Endorsement 03/08/2005
IIC-BRP-302 Beneficiary Rider Plus 03/08/2005
IIC-IRAEND-1202 Individual Retirement Annuity Endorsement 01/28/2003
IIC-ROTHEND-0108 Roth Individual Retirement Annuity Endorsement 04/14/2008
IIC-APP-0706 Application 08/18/2006
IIC-AMEND-0706 Amendment to Application 08/18/2006
IIC-CLAR Application Clarification 05/21/2002

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

SERFF Tracking Number: FRCS-125695210 State: Arkansas
 Filing Company: Investors Insurance Corporation State Tracking Number: 39304
 Company Tracking Number: 4997
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: PremierMark SE Plus 10
 Project Name/Number: LMG/85/85

Filing Contact Information

(This filing was made by a third party - FC01)

Exselsa Cartwright, Compliance Specialist exselsa.cartwright@firstconsulting.com
 1020 Central (800) 927-2730 [Phone]
 Kansas City, MO 64105 (816) 391-2755[FAX]

Filing Company Information

Investors Insurance Corporation CoCode: 64939 State of Domicile: Delaware
 P.O. Box 56050 Group Code: 749 Company Type:
 Jacksonville, FL 32241-6050 Group Name: State ID Number:
 (800) 749-6992 ext. [Phone] FEIN Number: 93-0465369

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation: DE Filing Fee = \$50.00 x 2 forms = \$100.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Investors Insurance Corporation	\$100.00	06/13/2008	20864395

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TOI:	A02G Group Annuities - Deferred Non-variable	Sub-TOI:	A02G.002 Flexible Premium
Product Name:	PremierMark SE Plus 10		
Project Name/Number:	LMG/85/85		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/03/2008	07/03/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	06/23/2008	06/23/2008	Travis Mears	07/01/2008	07/02/2008
Industry						
Response						

<i>SERFF Tracking Number:</i>	<i>FRCS-125695210</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>PremierMark SE Plus 10</i>		
<i>Project Name/Number:</i>	<i>LMG/85/85</i>		

Disposition

Disposition Date: 07/03/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125695210 State: Arkansas

Filing Company: Investors Insurance Corporation State Tracking Number: 39304

Company Tracking Number: 4997

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: PremierMark SE Plus 10

Project Name/Number: LMG/85/85

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Indexed Certification signed		Yes
Form	Group Flexible Premium Deferred Fixed		Yes
	Annuity Certificate		
Form	Group Master Contract		Yes

SERFF Tracking Number: FRCS-125695210 State: Arkansas
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Company Tracking Number: 4997
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: PremierMark SE Plus 10
Project Name/Number: LMG/85/85

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/23/2008
Submitted Date 06/23/2008
Respond By Date
Dear Exselsa Cartwright,
This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: External Indexed contracts are subject to the External Indexed Guideline. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A Statement of Variability is required.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/01/2008
Submitted Date 07/02/2008

Dear Linda Bird,

Comments:

Response 1

Comments: In response to your objection letter dated 06/23/08, we offer the following for your consideration.

A signed certification that the submitted annuity is in compliance with the External Indexed Guideline is attached.

The items which are variable were identified in the General Information of the initial SERFF filing, and this paragraph is repeated here. "Variable information is bracketed. The following is variable information for this product: Minimum

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Product Name: PremierMark SE Plus 10
Project Name/Number: LMG/85/85

Guaranteed Interest Rate, Minimum Guaranteed One-Year Rates, Minimum Participation Rates, Minimum Caps, Surrender Charge-Free Withdrawal Percentage, Premium Bonus Amount Percentage, Premium Bonus Amount, and John Doe information which includes optional benefits and riders and related language, strategies listed and related language, and table of guaranteed values.”

We trust this information allow you to finalize review of this filing. If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

External Indexed contracts are subject to the External Indexed Guideline. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A Statement of Variability is required.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Indexed Certification signed

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Bob Motley, Exselsa Cartwright

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TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: PremierMark SE Plus 10

Project Name/Number: LMG/85/85

Form Schedule

Lead Form Number: IIC-GEIA-0508-10B

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IIC-GEIA-0508-10B	Certificate	Group Flexible Premium Deferred Fixed Annuity Certificate	Initial		52	IIC-GEIA-0508-10B.pdf
	IIC-GEIA-0508-10B-MC	Policy/Contract/Fraternal Certificate	Group Master Contract	Initial		51	IIC-GEIA-0508-10B-MC.pdf

Investors Insurance Corporation

Home Office: Wilmington, DE

Administrative Office: {P. O. Box 100216, Rome, GA 30162-7216 • Telephone (877) 549-7663 (Toll Free)}

GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE

NOTICE OF 10 DAY RIGHT TO CANCEL CERTIFICATE. No later than ten (10) days after this Certificate is delivered (thirty (30) days if this Certificate is replacing another certificate), the Owner may cancel it by returning this Certificate, with a written request to cancel, to the Company's Administrative Office. Upon delivery of this Certificate and written request to cancel, this Certificate shall be void from the beginning. The Company will refund all premiums paid within fifteen (15) days after this Certificate and the written request to cancel are received at the Company's Administrative Office.

Investors Insurance Corporation (hereinafter "the Company") will make the payments and provide the benefits described in this Certificate in consideration for the payment by the Owner of premiums.


This Certificate is issued to the Owner named on the Data Page, and is evidence of the Owner's interest under Group Contract No. 1004 issued to Trustee for The Investors Insurance Corporation Group Insurance Trust (hereinafter "Contractholder"). The Group Contract is issued to the Contractholder by the Company.

This Certificate is issued in consideration of the Application and payment of the premium(s) as described within this Certificate. This Certificate is part of a legal Contract between the Contractholder and Investors Insurance Corporation. It is evidence of the Owner's benefits under the Group Contract. Its terms and provisions are applicable to all Owners under the Group Contract. A copy of the Group Contract is held by the Contractholder.

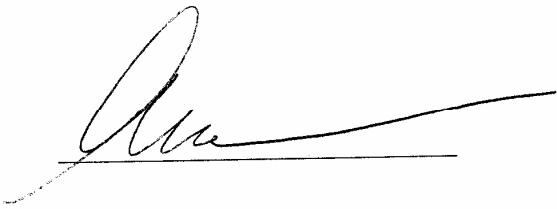
Only the Company's President, Vice President, or Secretary has the power to: (1) change this Certificate; (2) extend the time for payment of premiums; or (3) waive any Certificate provisions. No agent has the authority to waive or change any provision of this Certificate.

This Certificate provides for Crediting Rate Strategies. The available Crediting Rate Strategies are described in the attached endorsements. This Certificate may contain an index strategy. The interest credited under an index strategy is tied to an external index.

Signed for the Company.



Yves Corcos
President



Maxine Hilary Verne
Secretary

**GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE
INCOME PAYABLE ON MATURITY DATE
NON-PARTICIPATING
NO ANNUAL DIVIDENDS**

Please read this Certificate carefully.

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Investors Insurance Corporation

Group Flexible Premium Deferred Annuity Certificate

DATA PAGE

Annuitant:	{ Joint Annuitant:
{ John Doe	Jane Doe
P.O. Box 7873	P.O. Box 7873
San Francisco, CA 94120}	San Francisco, CA 94120}
Owner:	{ Joint Owner:
{ Jim Smith	Mary Smith
123 Main Street	123 Main Street
San Francisco, CA 94120}	San Francisco, CA 94120}

Beneficiary: As stated in the copy of the Application attached to this Certificate unless subsequently changed in compliance with this Certificate's provision.

Benefit Description: Group Flexible Premium Deferred Annuity	Qualified Type:	{ Nonqualified }
Certificate Number: { XXX000100 }	Issue Date:	{ 6/01/2008 }
Initial Premium: { \$10,000.00 }	Effective Date:	{ 6/01/2008 }
Premium Bonus Amount Percentage: { 10.00% }		
Issue Age: { 35 }		

{ Beneficiary Rider Plus Current Monthly Deduction Percentage: { XX% } }

{ Initial Rider Basis A: { \$10,000.00 } }

{ Initial Rider Basis B: { \$10,000.00 } }

Crediting Rate Strategies

Strategy Name	Allocation Percentage
{ Guaranteed One-Year Strategy	{ 50% }
{ S&P 500 One-Year Strategy A	{ 0% }
{ S&P 500 One-Year Strategy B	{ 0% }
{ Gold One-Year Strategy	{ 25% }
{ Blended Index One-Year Strategy	{ 25% }
{ S&P 500 Multiple-Year Strategy – { Five-Year } Term Period	{ 0% }
{ S&P 500 Multiple-Year Strategy – { Ten-Year } Term Period	{ 0% }
{ S&P 500 Monthly Cap Strategy	{ 0% }
{ Nasdaq-100 Monthly Cap Strategy	{ 0% }

The Minimum Guaranteed One-Year Rate is an annualized interest rate of { 1.50% }.

The Minimum Guaranteed Interest Rate for the Base Guarantee is an annualized interest rate of { 1.60% }.

{ For the S&P 500 One-Year Strategy A, the Minimum Participation Rate is { 100% } and the Minimum Annualized Cap is { 3.00% }. }

{ For the S&P 500 One-Year Strategy B, the Minimum Participation Rate is { 120% } and the Minimum Annualized Cap is { 3.00% }. }

{ For the Gold One-Year Strategy, the Minimum Participation Rate is { 100% } and the Minimum Annualized Cap is { 3.00% }. }

{For the Blended Index One-Year Strategy, the Maximum Spread is {11%}.}

{For the S&P 500 Multiple-Year Strategy {Five-Year} Term Period, the Minimum Participation Rate is {20%} and the Minimum Annualized Cap is {not applicable}.}

{For the S&P 500 Multiple-Year Strategy {Ten-Year} Term Period, the Minimum Participation Rate is {20%} and the Minimum Annualized Cap is {not applicable}.}

{For the S&P 500 Monthly Cap Strategy, the Minimum Participation Rate is {100%} and the Minimum Monthly Cap is {1.00%}.}

{For the Nasdaq-100 Monthly Cap Strategy, the Minimum Participation Rate is {100%} and the Minimum Monthly Cap is {1.00%}.}

Surrender Charge-Free Withdrawal Percentage is {10%}.

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DATA PAGE
Investors Insurance Corporation
Group Flexible Premium Deferred Annuity Certificate

Certificate #: {XXX000100}
Initial Premium: {\$10,000.00}
Premium Bonus Amount: {\$1,000.00}
Issue Age: {35}

{Nonqualified}
Issue Date: {6/01/2008}
Effective Date: {6/01/2008}
Maturity Date: {6/01/2074}

{Optional Riders or Benefits: {Beneficiary Rider Plus}}

End of Certificate Year	Minimum Guaranteed Annuity Value	Minimum Guaranteed Surrender Value	Death Benefit
{ 1	11,082	8,889	11,385
2	11,165	9,031	11,491
3	11,249	9,175	11,599
4	11,334	9,320	11,708
5	11,421	9,468	11,819
6	11,508	9,619	11,931
7	11,597	9,771	12,044
8	11,687	9,926	12,159
9	11,778	10,082	12,275
10	11,870	11,870	12,393
11	11,963	11,963	12,512
12	12,057	12,057	12,633
13	12,152	12,152	12,755
14	12,248	12,248	12,878
15	12,346	12,346	13,002
16	12,444	12,444	13,128
17	12,543	12,543	13,255
18	12,643	12,643	13,383
19	12,743	12,743	13,511
20	12,844	12,844	13,641
21	12,946	12,946	13,771
22	13,048	13,048	13,902
23	13,151	13,151	14,033
24	13,253	13,253	14,164
25	13,356	13,356	14,295
26	13,458	13,458	14,427
27	13,560	13,560	14,557
28	13,662	13,662	14,687
29	13,762	13,762	14,816
30	13,861	13,861	14,943
31	14,030	14,030	15,158
32	14,220	14,220	15,402
33	14,409	14,409	15,644
34	14,596	14,596	15,883
35	14,779	14,779	16,118
36	14,959	14,959	16,348
37	15,134	15,134	16,571
38	15,302	15,302	16,787
39	15,463	15,463	16,993
40	15,615	15,615	17,187
41	15,757	15,757	17,369
42	15,888	15,888	17,537 }

End of Certificate Year	Minimum Guaranteed Annuity Value	Minimum Guaranteed Surrender Value	Death Benefit
{ 43	16,007	16,007	17,689
44	16,114	16,114	17,826
45	16,207	16,207	17,945
46	16,285	16,285	18,045
47	16,346	16,346	18,122
48	16,387	16,387	18,176
49	16,408	16,408	18,202
50	16,406	16,406	18,199
51	16,381	16,381	18,168
52	16,334	16,334	18,107
53	16,265	16,265	18,019
54	16,174	16,174	17,903
55	16,064	16,064	17,761
56	15,933	15,933	17,595
57	15,784	15,784	17,403
58	15,615	15,615	17,187
59	15,425	15,425	16,943
60	15,205	15,205	16,663
61	14,943	14,943	16,328
62	14,613	14,613	15,905
63	14,174	14,174	15,342
64	13,581	13,581	14,584
65	12,882	12,882	13,688
66	12,346	12,346	13,003 }

All values are based on the Initial Premium shown on the Data Page and assume no additional Premium Payments, Transfers, Withdrawals, Market Value Adjustments or loans {and are adjusted to reflect any Rider Deduction amounts}. Guaranteed values may increase or decrease based on strategy allocations during the life of this Certificate. Refer to the Crediting Rate Strategy section of the Data Page for allocations. For the purpose of this illustration, it is assumed all Premium Payments received prior to the Issue Date were applied to this Certificate on the Certificate's Effective Date.

{The values shown in the Death Benefit column represent this Certificate's Death Benefit and any amount of additional Death Benefit provided by the Beneficiary Rider Plus.}

Any Withdrawal in excess of the Surrender Charge-Free Withdrawal amount will be assessed a Surrender Charge as follows:

**TABLE OF SURRENDER CHARGE PERCENTAGES
FOR EACH PREMIUM PAYMENT**

Premium Year 1	18%
Premium Year 2	18%
Premium Year 3	17%
Premium Year 4	16%
Premium Year 5	15%
Premium Year 6	14%
Premium Year 7	13%
Premium Year 8	11%
Premium Year 9	9%
Premium Year 10 and thereafter	0%

Surrender Charges may be waived subject to the provisions of this Certificate.

DEFINITIONS

Access is Surrender, the payment of a Death Benefit, any Transfer from a Crediting Rate Strategy, any Withdrawal, any Rider Deduction, loan or application of the Certificate proceeds under a Settlement Option.

Annuitant is the individual whose age and gender are used to determine the amount of Settlement Option payments. Joint Annuitants may be named and must be spouses when the Owner is an Entity. The Owner(s) and Annuitant(s) may be different persons. Prior to Maturity Date should an Annuitant die while the Owner is living, the surviving Joint Annuitant (if any) shall become the sole Annuitant. If there is no surviving Annuitant and the Owner is an individual, the Owner shall automatically become the Annuitant. If there are Joint Owners, then both will become the Joint Annuitants. Unless otherwise indicated, "Annuitant" shall refer to more than one person, if applicable.

Annuity Value equals the sum of all the Strategy Values plus the Loan Collateral Account. For the purpose of any endorsements and/or riders, Annuity Value may be referred to as Annuity Cash Value.

Base Guarantee equals 87.50% of Premium Payments received, minus Withdrawals and any Rider Deductions as they occur, all accumulated at the Minimum Guaranteed Interest Rate for the life of this Certificate. The Minimum Guaranteed Interest Rate for the Base Guarantee is shown on the Data Page.

Beneficiary is the person(s) designated by the Owner to receive the Death Benefit if the Owner dies before the Maturity Date and there is no Joint Owner.

Certificate is this annuity contract issued under the Group Contract.

Certificate Year is the 12-month period measured from the Effective Date, and each succeeding 12-month period.

Confinement Waiver allows a Withdrawal without incurring a Surrender Charge, subject to the terms of the Confinement Waiver provision.

Contract Guarantee equals the sum of: (1) Premium Payments, Premium Bonus Amounts and Transfers allocated to the Guaranteed One-Year Strategy, reduced by Gross Withdrawals, Transfers and Rider Deductions from this strategy, accumulated at the Minimum Guaranteed One-Year Rate; plus (2) Premium Payments, Premium Bonus Amounts and Transfers allocated to all other Crediting Rate Strategies, reduced by Gross Withdrawals, Transfers and Rider Deductions from these strategies, plus (3) the Loan Collateral Account. The Minimum Guaranteed One-Year Rate is shown on the Data Page.

Crediting Rate Strategies are the methods for determining the amount of interest credited to this Certificate. The Owner may allocate Premium Payments and Transfers among the Crediting Rate Strategies then available. For the purpose of any endorsements and/or riders, Crediting Rate Strategy may be referred to as Cash Value Strategy.

Death Benefit is the amount payable as a result of the death of any Owner before the Maturity Date.

Effective Date is the date the first Premium Payment is received by the Company at its Administrative Office and the date this Certificate becomes effective.

Gross Withdrawals are Withdrawals plus any assessed Surrender Charges and Market Value Adjustments.

Group Contract is the Group Flexible Premium Deferred Annuity Contract under which this Certificate is issued.

Initial Premium is the total of Premium Payments received on or before the Issue Date. If portions of the Initial Premium are received at different times, each will be applied to the Crediting Rate Strategy as of the date each is received at the Company's Administrative Office.

Issue Age is the age, as of the Effective Date, of the older Owner, or if the Owner is an entity, the older Annuitant. A person's age is determined as of his or her last birthday.

Issue Date is the date this Certificate is issued.

Joint Annuitant is the person so named on the Data Page or changed by the Owner before the Maturity Date. Joint Annuitants must be spousal if no Owner is named or if the Owner is an entity.

Loan Collateral Account is established whenever a loan is taken by the Owner and increases at an annualized rate of 1.50%.

Loan Debt equals loans, reduced by loan repayments, accumulated at the greater of (a) an annualized rate not greater than 2% above the 10 Year Constant Maturity Treasury Rate as of the date of the loan, or (b) an annualized rate of 6.95%.

Market Value Adjustment is an adjustment that may be applied to the Strategy Value of a Crediting Rate Strategy upon Surrender or Withdrawal during the Surrender Charge period.

Maturity Date is the date payments begin under a Settlement Option. This date is shown on the Data Page.

Minimum Guaranteed Annuity Value equals the greater of: (a) the Base Guarantee; or (b) the Contract Guarantee. For the purpose of any endorsements and/or riders, Minimum Guaranteed Annuity Value may be referred to as Minimum Guaranteed Annuity Cash Value.

Minimum Guaranteed Interest Rate is an annualized interest rate credited to the Base Guarantee. The rate is shown on the Data Page.

Minimum Guaranteed One-Year Rate is an annualized interest rate credited to the Guaranteed One-Year Strategy under the Contract Guarantee. The rate is shown on the Data Page.

Minimum Guaranteed Surrender Value equals the greater of: (a) the Base Guarantee minus Loan Debt; or (b) the Contract Guarantee adjusted for any Market Value Adjustments and Surrender Charges, minus Loan Debt. This is the minimum amount the Owner will receive upon Surrender of this Certificate.

Nonqualified for purposes of this Certificate is defined as a Certificate funded with after-tax dollars.

Owner is any person or entity with an ownership interest in this Certificate. If there is more than one Owner, the Owners must be spousal and exercise ownership rights jointly. Unless otherwise indicated, "Owner" as used in connection with the exercise of Certificate rights shall refer to more than one person if there are Joint Owners.

Premium Bonus Amounts are equal to the Premium Bonus Amount Percentage of each Premium Payment. A Premium Bonus Amount will be allocated to the same Crediting Rate Strategy and subject to the same Surrender Charges and Market Value Adjustments as its corresponding Premium Payment. The Premium Bonus Amount Percentage is shown on the Data Page.

Premium Payments are the amounts paid on this Certificate and received by the Company at its Administrative Office. Each Premium Payment will have its own Premium Year.

Premium Year is the 12-month period measured from the date of receipt of each Premium Payment, and each succeeding 12-month period.

Qualified means that this Certificate is funded with pre-tax dollars for an arrangement such as an IRA, SEP IRA, pension or profit-sharing trust, or TSA 403(b) if available.

Rider Deductions are the charges and monthly deductions for any additional benefits or riders attached to this Certificate.

Settlement Option is a method that may be elected for receiving payments of this Certificate's proceeds over a fixed period, in a fixed amount or over the lifetime(s) of the Annuitant or a designated person(s). A Settlement Option may be elected by the Owner or by the person to whom Death Benefits are payable.

Strategy Value for each Crediting Rate Strategy equals Premium Payments, Premium Bonus Amounts and Transfers allocated to that Crediting Rate Strategy, plus any interest credited, minus any amounts deducted for Gross Withdrawals, Transfers, and Rider Deductions. For the purpose of any endorsements and/or riders, Strategy Value may be referred to as Strategy Cash Value.

Surrender is the removal of all available Certificate values on or before the Maturity Date. "Surrender" shall be interpreted to include other Withdrawals where appropriate.

Surrender Charge is a charge that may be assessed for a Surrender or Withdrawal. It is based on the years that have elapsed since the receipt of each affected Premium Payment. The amount of the charge is based on the Table of Surrender Charge Percentages for each Premium Payment, as shown on the Data Page.

Surrender Charge-Free Withdrawal is an amount that is not subject to Surrender Charges or Market Value Adjustments upon Access.

Surrender Charge-Free Withdrawal Percentage is the percentage used to determine the amount of the Surrender Charge-Free Withdrawal. The Surrender Charge-Free Withdrawal Percentage is shown on the Data Page.

Surrender Value is the amount payable upon Surrender of this Certificate. It is equal to the greater of: (a) the Annuity Value, adjusted for any applicable Market Value Adjustments and Surrender Charges, minus Loan Debt; or (b) the Minimum Guaranteed Surrender Value.

Transfer is an amount reallocated from a Crediting Rate Strategy to another Crediting Rate Strategy or the Loan Collateral Account, or the amount reallocated from a Loan Collateral Account to a Crediting Rate Strategy.

Withdrawal is an amount paid to the Owner under the Withdrawals provision.

GENERAL PROVISIONS

THIS CERTIFICATE

The Company has issued this Certificate in consideration of the Initial Premium stated on the Data Page. This Certificate, the application, and any riders or endorsements attached or subsequently added to this Certificate are the entire contract between the Owner and the Company, as issued under the Group Contract and held by the Contractholder.

The entire Group Contract between the Contractholder and the Company consists of the Group Contract, the Contractholder's application, a copy of which is attached and made a part of the Group Contract, any riders or endorsements attached or subsequently added to the Group Contract, and the entire Certificate as to each Owner.

EFFECTIVE DATE

This Certificate is effective as of the Effective Date shown on the Data Page. Certificate years, anniversaries, and months are measured from the Effective Date.

AUTHORITY TO CHANGE

Only the Company's President, Vice President, or Secretary has the power to: (1) change this Certificate; (2) extend the time for payment of premiums; or (3) waive any Certificate provisions. No agent has the authority to waive or change any provision of this Certificate. The Company will not make any change that reduces the amounts payable under this Certificate unless the change is required by law. The Company will give the Owner a copy of any changes made to this Certificate.

INCONTESTABILITY

This Certificate is incontestable from the Effective Date.

MISSTATEMENT OF AGE OR GENDER

If the age or gender of an Owner or Annuitant has been misstated, benefits will be adjusted to the correct amount for the true age or gender. Age will be calculated as of the last birthday.

ASSIGNMENT

The Owner may assign any part or all of his, her, or its interest in this Certificate to another person to the extent allowed by law. No assignment will bind the Company until recorded at its Administrative Office. The Company is not obligated to see that an assignment is valid or sufficient. Any claim by an assignee is subject to proof of the validity and extent of the assignee's interest in this Certificate. Such assignment may impact the tax deferred status of this Certificate. A tax advisor should be consulted regarding any tax impact this action may have. The Company is not responsible for the sufficiency, validity, tax effects, or other consequences of any assignment or Ownership change.

CLAIMS OF CREDITORS

To the extent allowed by law, the benefits will not be subject to the claims of any creditor.

ADMINISTRATIVE ERROR

This Certificate describes the annuity benefits that it provides. No action by the Company, whether by mistake or otherwise, will convey any greater or lesser benefit other than that which was applied for and for which premiums have been paid.

OWNER

The Owner possesses all rights described in this Certificate, subject to the Death Benefit provision. If no Owner is named for this Certificate, the Annuitant will be the Owner. If at the time of application no Owner is named and there are Joint Annuitants that are spouses, the Joint Annuitants will be the Joint Owners. If there are Joint Annuitants and they are not spouses, an Owner must be named. If there are Joint Annuitants and an entity is named as the Owner, the Joint Annuitants must be spousal. In the event there are Joint Owners, all elections and other actions which may be taken by the Owner pursuant to the terms of this Certificate require joint action of both Owners. If there are Joint Owners, the election or other action of either Owner alone will be ineffective. Joint Owners must be spouses.

Prior to the Maturity Date and prior to a death that causes payment of a Death Benefit, the Owner may have the right to, but is not limited to:

- Name and/or change the Beneficiary(ies).
- Make additional Premium Payments to this Certificate.
- Make Withdrawals from and Transfers within this Certificate.
- Select the method for distribution of the Death Benefit under the Settlement Options provision.
- Select and/or change a Settlement Option.
- Name a payee to receive payments under a Settlement Option.
- Surrender this Certificate and receive the Surrender Value.
- Select a Crediting Rate Strategy.

When the Owner is ready to exercise any of these rights, the Company must receive the Owner's instructions in a form and manner acceptable to the Company. These rights may be subject to certain limitations. Contact the Company's Administrative Office for the necessary forms to take any action.

BENEFICIARY

The Beneficiary is the person or persons to whom the Death Benefit may become payable if the Owner dies before the Maturity Date and there is no Joint Owner. If no Beneficiary is named or surviving, any Death Benefit will be paid to the Owner or the estate(s) of the Owner(s).

The Owner may name or change a Beneficiary at any time prior to a death that causes payment of the Death Benefit. If the Owner names an irrevocable Beneficiary, certain changes the Owner makes must also include the written consent of the irrevocable Beneficiary. A change of Beneficiary does not bind the Company unless said change is made in writing and received by the Company at its Administrative Office. A change of Beneficiary will be effective on the date the change request was signed, but will not apply to any action taken by the Company before it received written notice of the change. The Owner may select a Settlement Option that cannot be changed by the Beneficiary.

If more than one Beneficiary is named, each named Beneficiary will share in any benefit or rights granted by this Certificate, as indicated on the Beneficiary designation. If the Owner provides no other written instructions, all remaining living Beneficiaries will share proportionately.

If the person to whom the Death Benefit would otherwise have been payable dies at the time of, or within six (6) days after, the death that caused payment of the Death Benefit, the Company will pay any benefits as if such person had died before such decedent. If the person to whom the Death Benefit is payable dies thereafter, but before the entire Death Benefit is paid, the Company will pay the remaining Death Benefit in a lump sum to: (1) the payee named by such person; or, (2) if no payee was named, to such person's estate.

DEATH BENEFIT

The Death Benefit is determined as of the date of death. The Death Benefit is equal to the greater of: (a) the Annuity Value, minus any Loan Debt; or (b) the Minimum Guaranteed Annuity Value minus any Loan Debt. The Company must receive proof of death acceptable to the Company before it will pay the Death Benefit.

DEATH BEFORE THE MATURITY DATE

Upon the death of any Owner, before the Maturity Date, the Company will pay the Death Benefit as specified in this section. The Death Benefit will not be paid upon the death of an Annuitant, unless the Owner is an entity. The manner in which the Company will pay the Death Benefit depends on the relationship and/or status of the person(s) involved in this Certificate. This Certificate will terminate upon a death that causes payment of the Death Benefit except for the applicable provisions of this section. The Death Benefit will be payable to the first person from the applicable list below:

If the Owner is the Annuitant and the Owner dies:

- The Joint Owner, if any.
- The Beneficiary.

If the Owner is not the Annuitant and the Owner dies:

- The Joint Owner, if any.
- The Beneficiary.

In any event, the Death Benefit shall be paid in accordance with Section 72(s) of the Internal Revenue Code.

If the Owner is an entity, the death of any Annuitant is treated as the death of the Owner, as provided in Internal Revenue Code Section 72(s)(6). The Death Benefit will be payable to the first person from the applicable list below:

- The Joint Annuitant, if any.
- The Beneficiary.

The Beneficiary can elect this Certificate to remain in force with the Annuitant's surviving spouse as the new Annuitant if:

- This Certificate is owned by a trust; and
- The designated Beneficiary is either: (1) the Annuitant's surviving spouse; or (2) a trust holding this Certificate solely for the benefit of such spouse.

If the Death Benefit is payable to the Owner's surviving spouse (or to a trust for the sole benefit of the Owner's surviving spouse), the Company will continue this Certificate with the Owner's spouse as the Annuitant (and the Owner, as applicable), unless the Owner's spouse selects a lump sum payment or a Settlement Option.

If the Death Benefit is payable to someone other than the Owner's surviving spouse, the Company will pay the Death Benefit in a lump sum to, or for the benefit of, such Beneficiary(ies) within one year, unless such person selects a Settlement Option as provided in this Certificate.

In lieu of a lump sum Death Benefit, the individual to whom the Death Benefit is payable may select a Settlement Option within sixty (60) days after the Company has received proof of death. Such payments must begin within one year after the Owner's death, and a) must be in equal amounts over five years; or b) a period of time not extending beyond the Beneficiary's life or life expectancy.

If the person to whom the Death Benefit would otherwise have been payable dies at the time of, or within six (6) days after, the death that initiated payment of the Death Benefit, the Company will pay any benefits as if such person had died before such decedent. If the person to whom the Death Benefit is payable dies thereafter, but before the entire Death Benefit is paid, the Company will pay the remaining Death Benefit in a lump sum to: (1) the payee named by such person; or (2) if no payee was named, to such person's estate.

DEATH AFTER THE MATURITY DATE

See the SETTLEMENT OPTIONS section.

MATURITY DATE

The Maturity Date on the Certificate Effective Date is the Certificate anniversary following the 101st birthday of the person whose age determined the Issue Age. The initial Maturity Date is shown on the Data Page. After the Certificate Effective Date, the Owner may change the Maturity Date provided it is later than 21 years from the last Premium Payment and does not extend beyond the Certificate anniversary following the 101st birthday of the current older Owner (oldest Annuitant if the Owner is an entity). The Maturity Date is the date payments are required to begin under a Settlement Option. To change the Maturity Date, the Owner must notify the Company at least 30 days before the Maturity Date. The Owner should consult a tax advisor regarding any tax impact of such a change.

INCOME TAX QUALIFICATION

This Certificate is intended to qualify as an annuity contract for federal income tax purposes. All provisions will be interpreted to maintain such tax qualification despite any other provision to the contrary. The Company reserves the right to change this Certificate to reflect any clarifications that may be needed or are appropriate to maintain this qualification. Any change will be filed and approved by the appropriate state insurance department prior to its use. The Company will give the Owner a copy of any such changes made to this Certificate.

CONFORMITY WITH APPLICABLE LAWS

This Certificate is governed by the laws of the jurisdiction in which it is delivered. If any provision of this Certificate is in conflict with such laws, such provision will be deemed to be amended to conform with such laws. All values and benefits available under this Certificate are at least equal to those required by that jurisdiction.

NONPARTICIPATING

This Certificate pays no dividends, and the Owner has no voting rights. It does not share in the Company's profits or surplus.

PERIODIC REPORTS

The Company will send the Owner a statement regarding the Annuity Value, Surrender Value, and activity at least once per year until: (1) the Owner starts Settlement Option payments; or (2) this Certificate is surrendered.

PREMIUMS AND CREDITING RATE STRATEGIES

PREMIUMS

The Initial Premium received by the Company, as shown on the Data Page, establishes this Certificate.

Prior to any Owner's (or, if the Owner is an entity, any Annuitant's) attainment of age 81, the Owner may make Premium Payments to this Certificate. The Owner may allocate Premium Payments among the various Crediting Rate Strategies then available. The Company reserves the right to limit additional Premium Payments to this Certificate.

Premium Payments are allocated by the Owner to the Crediting Rate Strategies as described in the endorsements. The Company may return any portion of a Premium Payment that would cause it to exceed any federal or state limitations on Premium Payments during any taxable year. At any time, the Company may cease to accept Premium Payments, Transfers or renewals to a specific Crediting Rate Strategy. In that event, any new Premium Payments will be allocated subject to the terms and conditions of the strategies available at that time. Whether or not the Owner makes any additional Premium Payments, this Certificate will continue to be in effect until all values are distributed.

CREDITING RATE STRATEGIES

The Crediting Rate Strategies for this Certificate are added to and made a part of this Certificate by endorsement. Each available Crediting Rate Strategy is established by a separate endorsement. After the Company has established a Crediting Rate Strategy, Premium Payments may be allocated and values transferred to the Crediting Rate Strategy in accordance with the provisions of this Certificate and the endorsement. The endorsement shall establish the method by which interest is credited to the Strategy Value.

Certain Crediting Rate Strategies may have limitations and restrictions. See the endorsements for further information.

CONTRACT VALUES

STRATEGY VALUE

The Strategy Value for each Crediting Rate Strategy equals: Premium Payments, Premium Bonus Amounts and Transfers allocated to that Crediting Rate Strategy; plus any interest credited; minus any amounts deducted for Gross Withdrawals, Transfers, and Rider Deductions.

ANNUITY VALUE

The Annuity Value equals the sum of all the Strategy Values plus the Loan Collateral Account.

MINIMUM GUARANTEED ANNUITY VALUE

The Minimum Guaranteed Annuity Value equals the greater of: (a) the Base Guarantee; or (b) the Contract Guarantee.

SURRENDER VALUE

The Surrender Value is the amount payable upon Surrender of this Certificate. It is equal to the greater of: (a) the Annuity Value, adjusted for any applicable Market Value Adjustments and Surrender Charges, minus Loan Debt; or (b) the Minimum Guaranteed Surrender Value.

If the Surrender Value is reduced to less than \$1,000, the Company reserves the right to pay the Surrender Value to the Owner in a lump sum.

MINIMUM GUARANTEED SURRENDER VALUE

The Minimum Guaranteed Surrender Value equals the greater of: (a) the Base Guarantee minus Loan Debt; or (b) the Contract Guarantee adjusted for any Market Value Adjustments and Surrender Charges, minus Loan Debt. This is the minimum amount the Owner will receive upon Surrender of this Certificate.

SURRENDER

The Owner may surrender this Certificate at any time for its Surrender Value. A Withdrawal that equals the Surrender Value will be treated as a Surrender of this Certificate and will terminate all of the Company's obligations under this Certificate. The Company reserves the right to defer payment of any Surrender for up to six (6) months, if approved by the Department of Insurance.

MARKET VALUE ADJUSTMENT

Upon Surrender or Withdrawal, a Market Value Adjustment may be applied to the Strategy Value of a Crediting Rate Strategy during the Surrender Charge period if more than the Surrender Charge-Free Withdrawal Percentage of the Annuity Value is accessed during any Certificate Year. The Surrender Charge-Free Withdrawal Percentage is shown on the Data Page.

Any Market Value Adjustment will be calculated by multiplying the amount accessed, in excess of the Surrender Charge-Free Withdrawal, by the formula described below:

$$[(1 + A)/(1 + B + 0.005)]^N - 1, \text{ where}$$

A = 9-year Constant Maturity Treasury Rate reported by the Federal Reserve in effect when each Premium Payment is received.

B = N-year Constant Maturity Treasury Rate reported by the Federal Reserve at time of the Market Value Adjustment.

N = Remaining number of years in the Surrender Charge duration for each affected Premium Payment.

If the Constant Maturity Treasury Rate is not available on a specified date, the Company will use the first preceding day that the Constant Maturity Treasury Rate is available. If the Contract Maturity Treasury Rate is not published for a specific term, A or B will be obtained by linearly interpolating between the two closest published rates.

SURRENDER CHARGES

The Company may assess a Surrender Charge to amounts accessed which are in excess of the amount available for Surrender Charge-Free Withdrawals. The Surrender Charge will be determined by multiplying the applicable surrender charge percentage, by each portion of the excess, based on the date of receipt of the Premium Payment that generated it. The Table of Surrender Charge Percentages for each Premium Payment is shown on the Data Page.

WAIVER OF SURRENDER CHARGES

The Company will waive Surrender Charges and any Market Value Adjustments after the fifth Certificate Year if the Owner elects to exchange this Certificate for a contract offered for this purpose by the Company at such time. If this Certificate is exchanged under this provision for another contract offered by the Company, the minimum duration for a settlement option that provides interest only or fixed payments will be 10 years. At any time, the Company may change or discontinue the offer of contracts for this purpose.

WITHDRAWALS

The Owner may request a Withdrawal at any time: a) following 30 days after this Certificate's Effective Date; and b) at or before the Maturity Date. A Withdrawal may not exceed the Surrender Value. The Company will use the Annuity Value as of the date of Access in determining whether a Surrender Charge or Market Value Adjustment will apply. The minimum Withdrawal amount is \$500.

Unless the Owner makes a different election, Withdrawals will be allocated to each Crediting Rate Strategy based on the percentage of the Annuity Value it represents. Except for the Guaranteed One-Year Strategy, the Owner may not allocate to a Crediting Rate Strategy any portion of a Withdrawal amount which is in excess of that strategy's percentage of the Annuity Value. Within each affected Crediting Rate Strategy, Withdrawal amounts are processed against the values associated with each underlying Premium Payment, beginning with the earliest.

The Company reserves the right to defer payment of any Withdrawal for up to six (6) months, if approved by the Department of Insurance.

SURRENDER CHARGE-FREE WITHDRAWALS

A Surrender Charge-Free Withdrawal is not subject to a Surrender Charge or Market Value Adjustment. Minimum Required Distributions are considered Surrender Charge-Free Withdrawals. Surrender Charge-Free Withdrawals are not allowed during the first Certificate Year, unless it is a Minimum Required Distribution under this Certificate. Otherwise, Surrender Charge-Free Withdrawals are available each Certificate Year.

A Surrender Charge-Free Withdrawal is an amount that does not exceed the greater of:

- a) The Surrender Charge-Free Withdrawal Percentage of the difference between the Annuity Value and the Loan Debt, reduced by any Surrender Charge-Free Withdrawals taken during the Certificate Year.
- b) Minimum Required Distribution under this Certificate, reduced by any Surrender Charge-Free Withdrawals taken during the Certificate Year.

The Company will use the Annuity Value as of the date of Access in determining whether a Surrender Charge and Market Value Adjustment will apply.

LOANS

After the first Certificate Year, Certificate loans may be obtained under the Tax Sheltered Annuity Endorsement, if available. A Loan Collateral Account is established whenever a loan is taken by the Owner, and accumulates at an annualized rate of 1.50%. Values are transferred from the Loan Collateral Account to a Crediting Rate Strategy upon any loan repayment which causes the Loan Debt to fall below the Loan Collateral Account. See the Tax Sheltered Annuity Endorsement for loan availability and restrictions, if applicable. The Company reserves the right to defer payment of any loan for up to six (6) months.

CONFINEMENT WAIVER

Subject to the terms of this provision, the Owner may request a Surrender or Withdrawal without incurring a Surrender Charge or Market Value Adjustment, if the Owner (one individual in the case of Joint Owners) is confined in a Hospital, Hospice Facility, or Nursing Home. If the Owner is an entity, this Confinement Waiver will be based on the confinement of the Annuitant (one Annuitant in the case of Joint Annuitants). The Confinement Waiver will not apply if there is a change in the Owner (or an Annuitant if the Owner is an entity) after the Certificate is issued.

The amount available without Surrender Charge is based on the Issue Age as follows:

Issue Age 70 or below	100% of the greater of the Annuity Value minus Loan Debt or the Minimum Guaranteed Annuity Value minus Loan Debt at the time the request is complete.
Issue Age 71 and above	50% of the greater of the Annuity Value minus Loan Debt or the Minimum Guaranteed Annuity Value minus Loan Debt at the time the request is complete.

The amount available without Surrender Charges and Market Value Adjustments under this provision will be reduced by any Surrender Charge-Free Withdrawal amounts taken during the Certificate Year and reduced by any Surrender Charge-Free Withdrawal amounts previously taken under this provision.

Any Surrender Charge-Free Withdrawal amounts taken under this provision will reduce the amounts available under the Surrender Charge-Free Withdrawals provision.

No additional Premium Payments will be accepted or loans processed after the Owner has received a Withdrawal in accordance with this Confinement Waiver provision. Amounts received under the Confinement Waiver will only be payable to the Owner. Payments will be made in either a lump sum or no more frequently than annually. This provision may be exercised once during the lifetime of this Certificate.

The Company will not assess a Surrender Charge or Market Value Adjustment on that portion of the Annuity Value accessed through a Withdrawal if the following conditions are satisfied:

1. A written request is received by the Company's Administrative Office, signed by the Owner, requesting a Withdrawal pursuant to the terms of this Confinement Waiver provision.
2. The Owner must be confined to a Hospital, Hospice Facility, or Nursing Home for at least sixty (60) consecutive days.
3. The Owner must request the Withdrawal no later than ninety (90) days following the date that confinement has ceased. The Owner must be living at the time all required documentation is received by the Company's Administrative Office.
4. Written documentation from a Physician must be provided to the Company that such confinement was recommended because of an Injury or Sickness (as defined below).
5. Injury must be sustained or Sickness must first manifest itself while this Certificate is in effect.
6. Written proof of confinement from the facility, indicating the type of facility and specific services provided, must be provided to the Company.

Hospital means an institution which: (1) is licensed as a Hospital and operated pursuant to law; and (2) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and major surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (3) provides 24-hour nursing service by or under the supervision of a registered nurse (RN).

Hospital does not include any institution which is principally a rest home, nursing home, convalescent home, or home for the aged or is principally an institution for the care and treatment of alcohol or chemical dependency.

Hospice Facility means an institution that provides a formal program of care for terminally ill patients whose life expectancy is less than six (6) months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified, or registered in accordance with state law.

Nursing Home means a facility which is licensed and operated primarily to provide nursing care for a charge (including room and board), according to the laws of the jurisdiction in which it is located.

A Nursing Home may be a freestanding facility or it may be a distinct part of a facility, including a ward or a wing of a hospital or other facility.

Nursing Home does not mean: (1) a hospital or clinic; (2) a rest home (a home for the aged or a retirement home) which does not, as its primary function, provide custodial care; (3) the Owner's home; or (4) a facility for the treatment of alcoholism, drug addiction, or mental illness.

Physician means a practitioner of the healing arts, who is duly licensed by the state to treat the Injury or Sickness causing the loss and who is not a member of the Owner's family or an employee of the Nursing Home or Hospice Facility where the Owner is confined.

Injury means an accidental bodily injury sustained while this Certificate is in effect that results in a qualifying confinement.

Sickness means an illness, disease, or physical impairment, which is diagnosed by a Physician and which first manifests itself while this Certificate is in effect.

SETTLEMENT OPTIONS

BENEFIT AMOUNT

The greater of: a) the Annuity Value, minus Loan Debt; or b) the Minimum Guaranteed Annuity Value, minus Loan Debt; adjusted for any applicable premium-related taxes, fees, or assessments imposed by any Federal, State or Municipal taxing authority, may be applied to one of the Settlement Options described below.

WHEN PAYMENTS BEGIN

Settlement Option payments will begin on the Maturity Date, provided the Annuitant(s) is alive on the Maturity Date. The Owner chooses whether the Company will provide payments monthly, quarterly, semi-annually, or annually, subject to the minimum settlement option payment. Once Settlement Option payments begin, the Settlement Option elected is irrevocable.

The Maturity Date is shown on the Data Page. To change the Settlement Option, the Owner must notify the Company at least thirty (30) days before the Maturity Date.

If the Owner does not choose a Settlement Option, payments will begin under a Life Annuity with 10 years certain.

If Joint Annuitants, the age and gender of the primary Annuitant is used to determine the amount of the annuity payments for the settlement options other than Joint and Survivor.

This Certificate will terminate on the Maturity Date except for the applicable provisions of this Settlement Options section. After the Maturity Date, a supplementary contract will be issued for the Settlement Option selected and will supersede the terms of this Certificate.

MINIMUM SETTLEMENT OPTIONS PAYMENTS

If the amount of each payment would be less than \$100, the Company may change the frequency so that this minimum amount may be met. If the amount to be applied to the Settlement Option will not provide payments of at least \$100 per year, the Company may pay such amount in a lump sum and terminate this Certificate.

SETTLEMENT OPTIONS

Option 1. Interest—Interest at not less than 1.00% per year will be paid and will accrue for any period of time equal to or exceeding 5 years. If this Certificate is exchanged for another contract offered by the Company, the minimum duration will be 10 years. The amount remaining at the end of the period will be paid in a lump sum or in another manner approved by the Company. The Company reserves the right to prescribe the maximum length of the period.

Option 2. Fixed Payments—The Company provides payments for a fixed period equal to or exceeding 5 years; until the proceeds and interest are fully paid. If this Certificate is exchanged for another contract offered by the Company, the minimum duration will be 10 years. The proceeds will be credited with interest at a rate of at least 1.00% per year. The Company reserves the right to prescribe the maximum length of the period.

Option 3. Life Annuity—The Company provides payments over the Annuitant's life. Payments end with the last payment made before the Annuitant's death. If the Annuitant dies before the first payment is made, no payments will be due under this option.

Option 4. Life Annuity with a Period Certain—The Company provides payments for as long as the Annuitant lives. If the Annuitant dies before the selected period certain is over, the Company will continue making payments until the end of the period certain. Such payments will be made to the person(s) specified by the Owner. The Owner may choose a period certain of 5, 10, 15, or 20 years.

Option 5. Joint and Survivor Annuity—The Company provides payments for as long as either the Annuitant or the Joint Annuitant lives. When the first Annuitant dies, payments will continue in an amount equal to 100%, 66 2/3% or 50% of the original payments, as selected. If one of the Joint Annuitants dies before the first payment is made, payments will be made to the surviving Annuitant under Option 3. Payments under Option 5 end with the last payment before the second Annuitant's death.

AGE ADJUSTMENTS

Payments under Options 3, 4 and 5 will be determined based on the age of the Annuitant(s) as of the nearest birthday, at the date the Settlement Option payments commence, adjusted as follows:

Settlement Option Payments <u>Commencement Year</u>	Age <u>Adjustment</u>
Prior to 2011	No adjustment
2011 – 2020	Age nearest birthday minus 3 years
2021 – 2030	Age nearest birthday minus 6 years
2031 and later	As determined by the Company

OTHER FORMS OF PAYMENT

Payments may be provided under other Settlement Options not described in this section. The Owner or Beneficiary may contact the Company's Administrative Office for more information.

WHAT THE COMPANY MAY NEED

Before making any Settlement Option payments, the Company may require proof of the age and gender of the Annuitant(s). The Company reserves the right to require proof that any Annuitant is living on the date of any payment.

OPTION 2 TABLE A**FIXED PERIOD MINIMUM INCOME TABLE***

Monthly Payments for each \$1,000 applied

Number of Years	Monthly Installments	Number of Years	Monthly Installments	Number of Years	Monthly Installments
1	83.78	11	8.00	21	4.40
2	42.10	12	7.37	22	4.22
3	28.21	13	6.84	23	4.06
4	21.26	14	6.38	24	3.90
5	17.09	15	5.98	25	3.77
6	14.31	16	5.64	26	3.64
7	12.33	17	5.33	27	3.52
8	10.84	18	5.06	28	3.41
9	9.68	19	4.82	29	3.31
10	8.76	20	4.60	30	3.21

*The table is based on a minimum guaranteed interest rate of 1.00% per year.

OPTIONS 3 and 4 TABLE B**MINIMUM GUARANTEED PAYOUT ANNUITY TABLE****

Monthly Payments for each \$1,000 applied

Age Nearest Birthday	Life Only Income		Life 5 Years Certain		Life 10 Years Certain		Life 15 Years Certain		Life 20 Years Certain	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
40	2.25	2.10	2.25	2.10	2.25	2.10	2.24	2.09	2.23	2.09
41	2.29	2.13	2.29	2.13	2.29	2.13	2.28	2.13	2.27	2.12
42	2.34	2.17	2.34	2.17	2.33	2.17	2.32	2.17	2.31	2.16
43	2.38	2.21	2.38	2.21	2.38	2.21	2.37	2.20	2.35	2.20
44	2.43	2.25	2.43	2.25	2.43	2.25	2.42	2.24	2.40	2.24
45	2.48	2.29	2.48	2.29	2.48	2.29	2.46	2.29	2.45	2.28
46	2.54	2.34	2.53	2.34	2.53	2.34	2.51	2.33	2.49	2.32
47	2.59	2.39	2.59	2.39	2.58	2.38	2.57	2.37	2.54	2.36
48	2.65	2.44	2.65	2.43	2.64	2.43	2.62	2.42	2.59	2.41
49	2.71	2.49	2.71	2.49	2.70	2.48	2.68	2.47	2.65	2.46
50	2.78	2.54	2.77	2.54	2.76	2.53	2.74	2.52	2.70	2.51
51	2.84	2.60	2.84	2.60	2.82	2.59	2.80	2.58	2.76	2.56
52	2.91	2.66	2.91	2.66	2.89	2.65	2.86	2.64	2.82	2.61
53	2.99	2.72	2.98	2.72	2.96	2.71	2.93	2.69	2.88	2.67
54	3.06	2.79	3.06	2.78	3.04	2.78	3.00	2.76	2.95	2.73
55	3.15	2.86	3.14	2.85	3.12	2.84	3.08	2.82	3.01	2.79
56	3.23	2.93	3.23	2.93	3.20	2.92	3.15	2.89	3.08	2.85
57	3.33	3.01	3.32	3.01	3.29	2.99	3.23	2.96	3.15	2.92
58	3.42	3.09	3.41	3.09	3.38	3.07	3.32	3.04	3.22	2.99
59	3.53	3.18	3.52	3.17	3.48	3.16	3.41	3.12	3.29	3.06
60	3.64	3.27	3.63	3.27	3.58	3.24	3.50	3.20	3.37	3.13
61	3.76	3.37	3.74	3.36	3.69	3.34	3.59	3.29	3.44	3.21
62	3.88	3.48	3.86	3.47	3.80	3.44	3.69	3.38	3.52	3.29
63	4.02	3.59	4.00	3.58	3.92	3.54	3.79	3.48	3.59	3.37
64	4.16	3.71	4.14	3.70	4.05	3.66	3.90	3.58	3.67	3.45
65	4.31	3.84	4.28	3.82	4.18	3.77	4.00	3.68	3.75	3.53
66	4.48	3.97	4.44	3.96	4.32	3.90	4.11	3.79	3.82	3.61
67	4.65	4.12	4.61	4.10	4.47	4.03	4.23	3.90	3.90	3.70
68	4.84	4.28	4.79	4.25	4.62	4.17	4.34	4.02	3.97	3.78
69	5.04	4.45	4.98	4.42	4.78	4.32	4.45	4.14	4.04	3.86
70	5.25	4.63	5.18	4.60	4.95	4.48	4.57	4.26	4.10	3.94
71	5.48	4.83	5.39	4.79	5.12	4.65	4.68	4.39	4.17	4.02
72	5.72	5.04	5.62	4.99	5.29	4.82	4.80	4.51	4.22	4.10
73	5.98	5.27	5.86	5.21	5.47	5.00	4.91	4.64	4.28	4.17
74	6.26	5.52	6.11	5.45	5.66	5.20	5.02	4.77	4.33	4.23
75	6.56	5.79	6.37	5.70	5.85	5.39	5.12	4.90	4.37	4.29

Age Nearest Birthday	Life Only Income		Life 5 Years Certain		Life 10 Years Certain		Life 15 Years Certain		Life 20 Years Certain	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
76	6.88	6.09	6.66	5.97	6.04	5.60	5.22	5.02	4.41	4.34
77	7.23	6.41	6.96	6.26	6.23	5.81	5.32	5.14	4.45	4.39
78	7.60	6.75	7.27	6.57	6.43	6.03	5.40	5.25	4.48	4.43
79	7.99	7.13	7.60	6.90	6.62	6.25	5.49	5.35	4.50	4.47
80	8.42	7.54	7.95	7.26	6.81	6.47	5.56	5.45	4.53	4.50
81	8.87	7.98	8.31	7.63	7.00	6.69	5.63	5.53	4.55	4.52
82	9.36	8.46	8.68	8.03	7.18	6.91	5.69	5.61	4.56	4.55
83	9.89	8.99	9.07	8.44	7.36	7.11	5.75	5.68	4.57	4.56
84	10.45	9.56	9.47	8.88	7.52	7.31	5.79	5.74	4.58	4.57
85 and above	11.05	10.18	9.88	9.33	7.68	7.50	5.84	5.80	4.59	4.58

** Minimum guaranteed payout rates are calculated based on Annuity 2000 Mortality Tables and a generational mortality projection scale beyond 2000. The table is based on a minimum guaranteed interest rate of 1.00% per year.

Investors Insurance Corporation

Home Office: Wilmington, DE

Administrative Office: {P. O. Box 100216, Rome, GA 30162-7216 • Telephone (877) 549-7663 (Toll Free)}

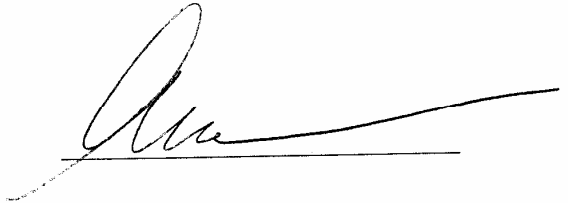
This is a legal Contract – please read it carefully.

Investors Insurance Corporation has issued this Group Flexible Premium Deferred Annuity Contract to the Group Contractholder shown on the Contract Specifications page, in consideration of the Group Contract application, the application of each Certificate Owner, and the premium payment. This Group Contract is effective on the Group Contract Effective Date shown on the Contract Specifications page. The Group Contract is governed by the laws of the state in which it is delivered.

Signed for the Company at Wilmington, DE on the Group Contract Effective Date.



Yves Corcos
President



Maxine Hilary Verne
Secretary

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GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

Nonparticipating - Dividends are not payable.

CONTRACT SPECIFICATIONS

Contract Holder: [Trustee for The Investors
Insurance Corporation Group Insurance Trust]

Contract Number: [1003]

Contract Effective Date: [May 1, 2008]

**Please Refer To The Sample Certificate and its
Endorsements.**

CERTIFICATE OWNERS ELIGIBILITY

Persons who have elected to participate in the Group Contract issued to the Trust and their dependent spouses and children, may become a Certificate Owner upon our approval of a Certificate Owner's application and receipt of the initial premium.

EFFECTIVE DATE

A Certificate Owner's effective date of coverage will be the date shown on the Certificate Data Page of each Certificate issued under this Group Contract.

INDIVIDUAL CERTIFICATES

CERTIFICATES

The Company will issue an individual Certificate to each Certificate Owner. The Certificate will state its terms, conditions, and benefits. A sample Certificate, Certificate application, and any endorsements and/or riders are attached hereto and are made a part of this Group Contract.

CERTIFICATE DATA PAGE

The Certificate Data Page of the Certificate will be completed based on the information contained in the Certificate Owner's application and the terms of this Group Contract.

CESSATION OF PARTICIPATION

A Certificate Owner will cease to be a participant when there are no funds held by the Company under the Certificate issued to the participant.

TERMINATION OF NEW PARTICIPATION

If the Company is notified at least 30 days prior; at any time the Group Contractholder may terminate the acceptance of new participants.

CONTINUATION

Notwithstanding the termination of acceptance of new Certificate Owners, the rights and benefits of all participants shall continue.

TERMINATION OF GROUP CONTRACT

This Group Contract will terminate when there are no funds held by the Company under any Certificate issued pursuant to the terms of this Group Contract.

GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

<i>SERFF Tracking Number:</i>	<i>FRCS-125695210</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Investors Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>39304</i>
<i>Company Tracking Number:</i>	<i>4997</i>		
<i>TOI:</i>	<i>A02G Group Annuities - Deferred Non-variable</i>	<i>Sub-TOI:</i>	<i>A02G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>PremierMark SE Plus 10</i>		
<i>Project Name/Number:</i>	<i>LMG/85/85</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125695210 State: Arkansas
Filing Company: Investors Insurance Corporation State Tracking Number: 39304
Company Tracking Number: 4997
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: PremierMark SE Plus 10
Project Name/Number: LMG/85/85

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 06/13/2008

Comments:

Attachments:

Autho-dist.pdf

AR COC.pdf

AR Readability Cert.pdf

Review Status:

Satisfied -Name: Application 06/13/2008

Comments:

Attachment:

IIC-APP-0706.pdf

Review Status:

Satisfied -Name: Indexed Certification signed 07/01/2008

Comments:

Attachment:

AR indexed cert.pdf



ANNUITY AND LIFE SERVICES

March 5, 2008

To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Investors Insurance Corporation

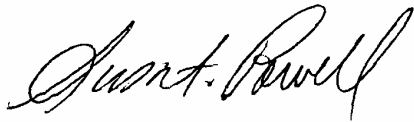
By: _____

Title: Executive Vice President

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Investors Insurance Corporation
Form Title(s): Individual Flexible Premium Deferred Fixed Annuity Policy
Form Number(s): IIC-GEIA-0508-10B-MC, IIC-GEIA-0508-10B

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Susan F. Powell
Executive Vice President

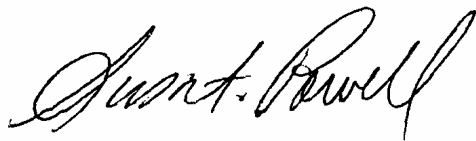
June 13, 2008
Date

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Investors Insurance Corporation

This is to certify that the forms referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
IIC-GEIA-0508-10B-MC	51.7
IIC-GEIA-0508-10B	51.4



Susan F. Powell
Executive Vice President

June 13, 2008
Date

Application is made to Investors Insurance Corporation ("the Company")

Administrative Office: P.O. Box 7873; San Francisco, CA 94120-7873

ANNUITY APPLICATION**PLEASE PRINT AND USE DARK INK ONLY****SECTION 1--THE PROPOSED ANNUITANT(S)**

Primary Annuitant	Joint Annuitant (must be spouse of Annuitant if Owner is an entity) (not applicable to qualified contracts)
Name (print as desired on contract)	Name (print as desired on contract)
_____ First Middle Last	_____ First Middle Last
Address	Address
_____ Street	_____ Street
_____ City State Zip	_____ City State Zip
Telephone (_____)_____	Telephone (_____)_____
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Social Security Number_____	Social Security Number_____
Date of Birth _____ Birth State_____	Date of Birth _____ Birth State_____
Mo Day Yr	Mo Day Yr
Marital Status_____	Marital Status_____

SECTION 2--THE APPLICANT (PROPOSED OWNER) Complete this Section if Owner(s) is(are) other than Annuitant(s)

Owner (If Owner is a trust, include name and date.)	Joint Owner (must be spouse of Owner) (not applicable to qualified contracts)
Name	Name
_____ First Middle Last	_____ First Middle Last
Address	Address
_____ Street	_____ Street
_____ City State Zip	_____ City State Zip
Telephone (_____)_____	Telephone (_____)_____
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Social Security Number or Tax ID Number _____	Social Security Number or Tax ID Number _____
Date of Birth _____ Marital Status_____	Date of Birth _____ Marital Status_____
Mo Day Yr	Mo Day Yr
Relationship to Proposed Primary Annuitant_____	Relationship to Proposed Primary Annuitant_____

SECTION 3--THE BENEFICIARY (If Beneficiary is a trust, include name and date.)

If only one beneficiary is elected and no allocation is indicated, the allocation will default to 100%. If multiple beneficiaries are elected and no allocation is indicated, the allocation will default to "share equally".

Primary Beneficiary(ies)	Relationship to Owner	%
Contingent Beneficiary(ies)	Relationship to Owner	%

SECTION 4—PRODUCT INFORMATION

Product Name _____				
Optional Benefits or Riders <input type="checkbox"/> Beneficiary Rider <i>Plus</i> * (Not available with qualified contracts) <input type="checkbox"/> Other _____ <i>*if applicable</i>				
Initial Premium: Cash with Application Amount \$ _____ Estimated Transfer Amount \$ _____	<input type="checkbox"/> Nonqualified	<input type="checkbox"/> Qualified (Complete both types)		
		<u>Annuity Type</u>		<u>Premium Type</u>
		<input type="checkbox"/> IRA	<input type="checkbox"/> Contribution	
		<input type="checkbox"/> SEP-IRA	Tax Year _____	
		<input type="checkbox"/> Roth-IRA	<input type="checkbox"/> Direct Transfer	
		<input type="checkbox"/> Other _____	<input type="checkbox"/> Rollover	

[illegible]

SPECIAL INSTRUCTIONS
HOME OFFICE CHANGES

This annuity contract ☐ will ☐ will not replace insurance or an annuity with any company.

I(We) understand that the Company will invest its general account assets at its sole discretion and no one will have the right to direct the Company concerning the investments owned by the Company. The Producer has no authority to make, modify, alter or discharge any contract. Acceptance of any contract issued on this application will ratify changes noted by the Company in the space titled “Home Office Changes” and a copy of the changed application attached to the contract will be sufficient notice of these changes.

All statements and answers on this application are full, complete and true. If a trust is named as a Beneficiary, I(we) declare that the trust is valid and operational as of the date this application is signed. I(We) certify: (1) the Social Security or Tax ID Number(s) shown on this application is(are) correct and (2) I(we) am(are) responsible for payment of Federal and/or State Income Tax on the taxable portion of withdrawals, if any, and that I(we) may be subject to tax penalties under estimated tax payment rules if my(our) payments of estimated tax and tax withholding, if any, are not adequate.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Dated at _____ Date _____
City and State

Signature of Owner _____ Signature of Joint Owner _____
If Owner is not a natural person, print name (e.g., Trust Name and Trust Date)

By _____
Signature (e.g., Trustee Signature, Trustee)

Title of Authority of Owner

Agent's (Producer's) Statement: To the best of my knowledge, this application [] does replace or change [] does not replace or change existing life insurance or annuities. I attest that I have witnessed all signatures.		
_____ Signature of Producer (Licensed Agent)	_____ Printed Name of Producer	_____ Producer Number

STATE OF ARKANSAS
EXTERNAL-INDEX CERTIFICATION

Company Name: Investors Insurance Corporation

Form Number(s): IIC-GEIA-0508-10B-MC, IIC-GEIA-0508-10B

I hereby certify to the following:

1. The Company's policy issuance procedures for policies subject to Arkansas law are in the compliance with AR. Code 23-79-138;
2. The Company provides the Arkansas Life and Health guaranty notice to each policy owner as required by Regulation 49;
3. The Company has reviewed and evaluated the contract summary disclosures and believes the disclosures are not deceptive confusing or misleading and contain the items listed in Arkansas' External-Indexed Contract Guidelines;
4. The above referenced contracts will not be solicited by any person who is not trained and qualified;
5. The Company will address the referenced external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how reserves are developed; and
6. The Company will establish and maintain a detailed file defining the system for hedging for the above referenced contracts.



Susan F. Powell
Executive Vice President

June 25, 2008
Date